

**Superior Court of California
County of Napa**

**Request for Proposal
Family Law
Court Appointed Counsel**

Proposal Submission Deadline: February 24, 2003

**Superior Court of California, County of Napa
825 Brown Street
Napa, CA 94559**

REQUEST FOR PROPOSAL COURT APPOINTED COUNSEL

Introduction

The Superior Court of California, County of Napa (hereinafter referred to as Court) is accepting proposals for the provision of legal representation in Family Law Code 3150 proceedings. The purpose of this Request for Proposal (RFP) is to provide the Court the information needed to select the most qualified, efficient and cost effective provider of legal representation in family law cases.

Prior to March of 2000, family law court appointed representation was provided through individual attorney appointments by the court. In January of 2000, the court established a single contract with an attorney firm for both family law and juvenile dependency representation. In order to further streamline this process, as well as ensure the efficient use of court financial resources, this RFP seeks to establish a single contract that will provide all family law representation beginning April 1, 2003. A second RFP has been issued to establish a separate contract for juvenile dependency cases, and bidders may submit separate proposals for either or both RFPs.

Proposals for providing representation must be submitted by 5:00 p.m. on **February 24, 2003**. Proposals are being solicited for a multi-year contract and a total lump sum fee bid for each year is required. Proposals for an all-inclusive primary contract are preferred but not mandatory. If appropriate, multiple prospective bidders may combine their efforts into a single consolidated proposal providing the full scope of services requested herein. Costs incurred by bidders in responding to this RFP are entirely the responsibility of the bidders and will not be reimbursed.

Bidders should carefully review the information contained in this RFP to insure that only responsive proposals are submitted. The ability of the bidders to understand the duties and responsibilities of family law representation and needed services, and to submit responsive and cost-effective proposals, will be used as an indication of their ability to provide adequate and competent legal services if awarded the contract.

Proposal Evaluation Schedule

Release of Request for Proposal	January 15, 2003
Bidder's Conference	January 27, 2003
Deadline for Proposal Submission	February 24, 2003
Evaluation Completed and Respondents Notified	March 20, 2003
Service Commences	April 1, 2003

Contract Period

The contract will commence **April 1, 2003** for a period to be negotiated between the court and successful bidder. Ideally, the court would like to enter into a multi-year contract for three years.

Bidder's Conference

The Court Executive Officer will convene a Bidder's Conference on **January 27, 2003** at **3:30** p.m. to clarify any questions that bidders may have regarding the RFP. The conference will be held in the 3rd Floor Conference Room of the Historic Courthouse, 825 Brown Street, Napa, CA 94559. Any clarification of RFP requirements resulting from the Bidder's Conference will be put in writing and submitted to all attendees. Anyone not attending the Bidder's Conference is responsible for obtaining the written clarifications from the Office of the Court Executive. All bidders are urged to attend the Bidder's Conference. Staff will not be available to answer further questions after the Bidder's Conference.

Bidders should confirm their attendance by 5:00 pm on **January 23rd** by contacting Court Administration at (707) 299-1110 or by email (esthela.arnitz@napa.courts.ca.gov).

Submission of Proposals

An original and nine copies of the proposal must be received by the Court by no later than 5:00 p.m. on **February 24, 2003**. Proposals should be submitted to:

Rick Feldstein, Assistant Court Executive Officer
Superior Court of California, County of Napa
825 Brown Street.
Napa, CA 94559

Late proposals will not be accepted or considered. The Court will not be responsible for proposals delivered to a person or location other than that specified in this RFP. Faxes will not be accepted. All proposals shall be submitted in a sealed envelope, clearly marked with the title of the proposal and signed by the bidder.

All responses to this RFP become the property of the Superior Court of California, County of Napa. The Court will direct that all responses be held confidential from parties other than the Court until the selection of the successful bidder. The Court will not be held accountable if material from responses is obtained without the written consent of the bidder by parties other than the Court. After the final award has been made, all proposals shall be made available for public inspection.

Proposal Requirements

In order to be considered, proposals must include the following:

- a) A cover letter to introduce the bidder and briefly summarize the proposal.
- b) A comprehensive table of contents of material included in the proposal. This index must include a clear definition of the material and be identified by sequential page numbers.
- c) A written statement explaining why the bidder desires to provide family law legal services.
- d) A detailed description of the bidder, including background, experience, size and resources, and a concise statement of the bidder's qualifications for performing the requested services.
- e) A comprehensive list of current or recent similar services performed previously for California jurisdictions, with appropriate contacts (names, position titles, and telephone numbers of those people who can give information on the bidder's experience and competence).
- f) The bidder's plan to determine the minimum professional qualifications of the attorney(s) performing services under this RFP. Particular emphasis should be placed upon the legal qualification, litigation experience, and relevant education, training, and experience in providing representation in family law cases.
- g) An organization chart depicting the roles, responsibilities and reporting relationships of attorneys and staff.
- h) A detailed description of how the services will be provided.
- i) A proposed cost and payment schedule for the scope of work and services requested by this RFP. The costs should include all costs of representation, administration and operation, except for medical and psychiatric expenses ordered by the Court. The cost of expert witnesses, social workers, investigators, medical and psychiatric services that are not court ordered, and other ancillary service providers should be included in the proposed cost of representation.
- j) Financial statements for the current calendar year and prior two calendar years that includes an income statement and balance sheet showing the bidder's current financial status.

Services

With respect to the legal representation of indigents in proceedings commenced under Section 3150 of the Family Law Code, the contractor shall provide representation in accordance with the Superior Court Local Rule 11.11.01 et seq. Following an appointment, the Court may relieve the contractor of the duty of representation because of an actual or potential conflict of interest or for other good cause. The services which the contractor shall perform include, but are not limited to, the following:

- a) All investigation required to discover evidence, interview clients and potential witnesses, and otherwise competently develop evidence for purposes of legal representation.
- b) All attorney time required for trial and case preparation, including the interviewing of clients and prospective witnesses; legal research; preparation of memoranda of points and authorities, pleadings and other documents; preparation, issuance and service of subpoenas and other process; the filing and argument of motions and petitions; participation in the mediation process; and trial representation.
- c) Any social worker support services required to competently perform the services required by the contract.
- d) All clerical support services, office supplies, duplicating, library and legal reference materials, and travel to adequately and competently perform the services required by the contract.
- e) All other support services (including, but not limited to, court reporter transcripts, investigators, expert witnesses, and medical and psychiatric experts other than those ordered by the Court) to adequately and competently perform the services required by the contract.
- f) All office space, office furnishings, office equipment, telephone and other utility services required to adequately and competently perform the services required by the contract.

Acceptance of Conditions

By submitting a proposal, the bidder affirms that he/she accepts the following conditions, any of which may be included in the contract to be entered into between the Court and the bidder:

- a) The Court may require whatever supporting documentation it deems necessary relative to the bidder's financial ability to complete the contract.
- b) The Court reserves the right to ask for any further information from the bidder either in writing or orally.
- c) The Court may select a bidder from those submitting proposals. However, the Court reserves the right to reject all proposals.
- d) The Court may cancel this project without any cost or obligation at any time up until the award of the contract. In the event agreement cannot be reached with the selected bidder, the Court reserves the right to select an alternative bidder.

The Court reserves the right to award a contract to the bidder that presents the proposal that, in the sole judgment of the Court, best accomplishes the desired results. The Court also reserves the right to reject any or all proposals, to waive minor irregularities, or to negotiate minor deviations with the successful bidder.

Statistical Information

The average caseload for the first 3 quarters of 2002 was 52 active Family Law Cases under FLC 3150. Please note that these statistics are intended to provide bidders with information about the past history of this contract. They are not meant to place a ceiling on the anticipated workload for a new contract.

Program Specifications

The Court is an Equal Opportunity Employer. In connection with the performance of the contract related to this RFP, the bidder shall comply with Federal, State and Court Equal Employment Opportunity requirements. The successful bidder for the contract shall not discriminate against any sub-contractor, employee, or applicant for employment because of age, race, color, national origin, religion, sex/gender, sexual orientation, disability, medication condition, marital status or political beliefs, in violation of the law.

Attorneys will be required to be members in good standing of the California State Bar. Litigation experience, specifically experience in conducting evidentiary hearings in Dependency Departments of the Family Law Court is preferred.

The contractor may be required to have a social worker component to assist in achieving resolution of family issues in an advocacy environment (staff or contract services). While not every case will require these services, the Court expects them to be provided when necessary to facilitate the provision of services, the resolution of issues, and education of parties.

The contractor will be responsible for the provision of its own legal offices including space, materials, equipment, facilities, and supplies necessary for the support of its legal services.

The contractor will not be prohibited from engaging in the private practice of law as long as this practice does not interfere with assignments and functioning in Family Law Court, specifically regarding the calendaring and scheduling of appearances in assigned departments.

The contractor will be expected to:

1. Assist the Court on an ad hoc basis to develop new or revised processes and procedures.
2. Participate in periodic and regular continuing education as required by law or rule of court.
3. Provide statistical information on a quarterly basis to the Court on the following topics:
 - current caseload,
 - new cases by month,

- terminations by month,
- number of appearances by hearing type by month,
- financial expenditures.

The contractor will also be required to maintain written books and accounts that identify all costs incurred all disbursements of funds received, by contractor under the terms of the contract. Such books, accounts and records shall be in a form and manner prescribed by the Court, and shall be maintained for a period of not less than five (5) years following the conclusion of the term of the contract. The court may conduct an inspection and audit of these books at anytime during the term of the contract and for a period of five (5) years thereafter.

The contractor must agree to hold harmless the Court and will carry insurance as described in Exhibit A of this RFP.

EXHIBIT A

Insurance. CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation insurance. CONTRACTOR shall provide, to the extent required by law, workers' compensation insurance in the performance of any of CONTRACTOR's duties under this Agreement; including but not limited to, workers' compensation and disability, and shall provide COURT with certification of all such coverages upon request by COURT.

(b) Liability insurance

1. General Liability. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement commercial or comprehensive general liability [CGL] insurance coverage (personal injury and property damage) of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence, issued by a company duly and legally licensed to transact business in the State of California, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement.

2. Professional Liability. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement professional liability/errors and omissions insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than One Million Dollars (\$1,000,000) combined single limit for each occurrence.

3. Comprehensive Automobile Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement, a policy of comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than Three Hundred Thousand Dollars (\$300,000) combined single limit per occurrence.

(c) Certificates. All insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage which shall be filed with the Court Executive Officer prior to commencement of performance of any of CONTRACTOR's duties; shall indicate that if the same policy applies to activities of CONTRACTOR not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of COURT shall pertain only to liability for activities of CONTRACTOR under this Agreement; shall name COURT, its officers, employees, agents and volunteers as additional insureds; shall be kept current during the term of this Agreement; shall provide that COURT shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; shall provide that the insurance provided is primary coverage to COURT with respect to any insurance or self-insurance programs maintained by COURT; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the

company's liability. Upon request of COURT, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be approved by, COURT. At the option of COURT, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COURT, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.